Bengaluru South City Corporation

REQUEST FOR PROPOSAL

Operation and Maintenance (O&M) & Transfer of Skywalk in Bengaluru South City Corporation under PPP Model on DBFOT basis with Commercial Advertisement rights at St. John's Medical College Sarjapur-Marathalliroad&Jakka Sandra - Sarjapur Main Road

Executive Engineer (Zone-1 & 2),
Traffic Engineering and Mobility Cell
Bengaluru South City Corporation
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tecsouthpalike@gmail.com

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Bengaluru South City Corporation

Office of the Executive Engineer, Traffic Engineering and Mobility Cell, 2nd floor, 9th Main Road,
Jayanagara East, 2nd block, Bengaluru -560011 email: tecsouthpalike@gmail.com

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No: EE /BSCC/TE & M Cell/TEND/ 10 /2026-27 Date:06.07.2026

INVITATION FOR SHORT TERM TENDER

(Only through KPP Portal) Two Cover System

1. The Executive Engineer, Traffic Engineering and Mobility Cell, BSCC, Bengaluru on behalf of the Commissioner, BSCC invites tenders from eligible Contractors firm registered in Bengaluru South City Corporation or equivalent registration with Labour Department or any State Government Organizations as detailed in the table below. The tenderers may submit tenders for Service given in the table through KPP Portal of the Government of Karnataka (viz https://kppp.karnataka.gov.in). The tenderers are advised to note the minimum qualification criteria specified as per **RFP** Documentsthe Instructions to Tenderers to qualify for award of the contract.
2. Bengaluru South City Corporation (BSCC) aims at improving its services to the pedestrian public of the Bengaluru South city Corporation and proposes to the Operation and Maintenance (O&M) with lifts at select identified locations. The Skywalks project initiative would involve systematic operation, maintenance, revenue collection and deployment.
3. Tenders must be accompanied by Earnest Money Deposit specified for the work in the table below. Earnest money deposit will have to be in any one of the forms as specified in the Tender document and shall have to be valid for 180 days beyond the validity of the tender.
4. Other details can be seen in the tender documents:

SI. No.	Name ofthework	Amountput totender (Rs. inCrore)	EarnestMoneyDeposit(Rs.inLakhs)	Period ofCompletion(includingmonsoon)
1.	**Operation and Maintenance (O&M) & Transfer of Skywalk in Bengaluru South City Corporation under PPP Model on DBFOT basis with Commercial Advertisement rights at St. John's Medical College Sarjapur-Marathalli Road& Jakka Sandra - Sarjapur Main Road**	**4.02 (Exclusive of GST)**	**6,03,000/- through e-portal**	**60 months for Operation &Maintenance**

Note:

1	Availability of Tender Document in KPPP portal	:	07.07.2026 Onwards
2	Date and time of pre-bid meeting	:	13.07.2026 at 15:00 Hrs
3	Last date & time for Queries	:	13.07.2026 at 16:00 Hrs
4	Last Date & Time for receipt of Tenders	:	21.07.2026 at 16:00 Hrs
6	Opening of Technical bid	:	22.07.2026 after 16:30 Hrs
7	Opening of Financial bid (if possible)	:	23.07.2026 at 16.30 Hrs

Note: -

BSCC invites bidders to have an agency for Operation and Maintenance (O&M) & Transfer of Skywalk.

The method of selection for Bidder shall be Highest Bid Selection.The bidding firms interested in participating in selection process must satisfy the following conditions.

i) The Bidder shall have experience in similar services in the business/ activity of development and/or any construction activities, Business/Convention Centers, Institutions in the last 5 yrs
ii) Achieved in, at least any two financial years a financial turnover of Rs. 8.00 Crores over the last 5 years.
iii) Executed in any one year, the following minimum quantities of work in the last five years period i.e., 2021-22 to 2025-26- Providing Operation & maintenance of Skywalk at least 2 Nos.
iv) Demonstration In order to ensure meeting of Specification requirements, as a part of evaluation of Technical Bids, the Bidders should demonstrate through proper documentary evidence to the satisfaction of BSCC. Demonstration location will be in Bangalore, date, timing and venue will be informed by the tender authority after bid opening.
v) If the bidder is not registered in BSCC/GBA/BBMP, should register with BSCC/GBA/BBMP advertisement department once tender is awarded and shall follow all the Advertisement Bye Laws, Rules and Circulars of the BSCC in this regard
vi) The Bidder shall have his service center in Bengaluru city. (Proof of document to be furnished)
vii) The Bidder shall not have unpaid over dues for advertisement or ground rent or any other advertisement related dues of the BSCC or any of the five Bengaluru City Corporations. In this regard the bidder shall upload “No due certificate” from the advertisement section of all the five Bengaluru City Corporations certifying that the agency/person/firm /proprietor /has no over dues from Advertisements or related dues
viii) The Bidder shall not be under a declaration of ineligibility for corrupt or fraudulent practices and should not be blacklisted or banned or debarred by any state government or central government or police department or PSUs in India.
ix) Bidder shall enclose trained staff details for the above work.

x) The OEM shall have presence in Bengaluru with a repair and maintenance center.
xi) Bidder should issue a statement undertaking total responsibility for the defect free operation of the Skywalks during the operation and maintenance period

Sd/-
Executive Engineer – Zone 1 & 2
Traffic Engineering and Mobility Cell
Bengaluru South City Corporation

Copy Submitted to:

1. The Commissioner, BSCC for kind information.
2. Additional Commissioner (Development), BSCC for kind information.
3. Chief Engineer (Zone - 1 & 2), BSCC for kind information.
4. Superintending Engineer (Zone 1 & 2), BSCC for kind information.
5. Public Relation Officer, BSCC with a request to take full action to publish the same in any two leading daily newspapers (in Kannada and English)
6. Office copy

SECTION 2. INFORMATION TO BIDDER

2.1 INTRODUCTION

2.1.1 The Client named in the "Data Sheet" will select a firm/firm among those listed in the Letter of Invitation, in accordance with the method of selection indicated in the Data Sheet.

2.1.2 The Bidder are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet (the Proposal) for O&M services required for the Assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signing contract with the selected Bidder.

2.1.3 The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. When the Assignment includes several phases, the performance of the Bidder under each phase must be up to the Client's satisfaction before work begins on the next phase.

2.1.4 The Biddermust familiarize themselves with local conditions and take them into account while preparing their Proposals. To obtain first-hand information on the Assignment and on the local conditions, Bidderare encouraged to visit to the Client office/site before submitting a Proposal, and attending a pre-proposal conference as specified in the Data Sheet. Attending the pre-proposal conference is optional.

2.1.5 The Client will provide the inputs specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.

2.1.6 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client Office/sites are not reimbursable as a direct cost of the Assignment; and (ii) the Client is not bound to accept any of the Proposals submitted.

2.1.7 Government of Karnataka (GOK) expects Bidderto provide professional, objective, and impartial advice and at all times hold the Client's interest's paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Bidder shall not be hired for any assignment that would be in conflict with their prior or current obligations to other Clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.

2.1.7.1 Without limitation on the generality of this rule, Biddershall not be hired under the circumstances set forth below:

(a) A firm which has been engaged by the Client to provide goods or works for a project, and any of their affiliates, shall be disqualified from providing services for the same project. Conversely, firms hired to provide services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm's earlier services) for the same project.

(b) Bidder oranyoftheiraffiliatesshallnotbehiredforanyassignmentwhich,byits nature,may beinconflict withanotherassignment oftheServices.

2.1.7.2 Aspointedoutinpara. 2.1.7.1(a)above,Bidder maybehiredfordownstreamwork,when continuityisessential,inwhichcase this possibility shall be indicatedinthe Data Sheet andthe factorsusedfortheselectionofthebidder shouldtakethelikelihoodofcontinuationinto account. ItwillbetheexclusivedecisionoftheClientwhetherornotto have the downstream assignment carried out, andif it is carried out, whichBidder will be hiredfor the purpose.

2.1.8 ItisGOK'spolicytorequirethatBidder observethehigheststandardofethicsduringtheexecutionof suchcontracts. Inpursuanceof thispolicy,theGOK:

(a) Defines,forthepurposesofthis provision,thetermsset forthbelowasfollows:

(i) "corruptpractice"meanstheoffering,giving,receiving,or solicitingofanythingofvalue to influencetheactionofapublicofficialintheselectionprocess or in contract execution;and

(ii) "fraudulentpractice"meansamisrepresentationoffactsinordertoinfluenceselection processortheexecutionofacontractto thedetrimentofGOK,andincludescollusive practicesamongConsultants/Bidder (priortoor after submission of proposals) designed to establishpricesatartificial,noncompetitivelevelsandtodepriveGOK ofthebenefitsof free and opencompetition.

(b) willrejectaproposalforawardifitdeterminesthatthefirmrecommendedforaward hasengaged incorruptor fraudulentactivitiesincompetingforthecontractinquestion;

(d) willdeclareafirmineligible,eitherindefinitelyorforastatedperiodoftime,tobeawarded GOK-financedcontractifitatanytimedeterminesthatthefirm hasengagedincorruptor fraudulent practicesincompetingfor,orinexecuting,aGOK-financedcontract; and

(e) willhavetherighttorequirethat,GOKtoinspectBidderaccountsandrecordsrelatingto theperformanceofthecontract andtohavethemauditedby auditorsappointedby GOK.

2.1.9 Biddershallnotbeunderadeclarationofineligibilityforcorruptandfraudulent practicesissuedby GOKinaccordancewiththeabovesubpara1.8(d).

2.1.10 Biddershallbeawareoftheprovisionsonfraudandcorruptionstatedinthestandardcontractunder the clauses indicatedin the Data Sheet.

2.2 CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS

2.2.1 BiddermayrequestaclarificationofanyitemoftheRFPdocumentuptothenumberofdays indicatedintheDataSheetbeforethe preconference date. Any request forclarificationmust besent inwriting by paper mail, telex,facsimile, orelectronic mail tothe Client's address indicated in the DataSheet. TheClientwillrespondto such requests and will post the copiesoftheresponse(includinganexplanationofthequery but without identifyingthesourceof inquiry) on e-procurement portal only.

2.2.2 AtanytimebeforethesubmissionofProposals,theClientmay,foranyreason,whetheratitsown initiativeorinresponsetoaclarificationrequestedbyaninvitedfirm,modify theRFPdocumentsby amendment. Anyamendmentshallbeissuedinwritingthroughaddenda. Addendashall be posted on e-procurement portal andwill be binding onthem. The Client may at its discretionextendthedeadlineforthesubmissionofProposals.

2.3 PREPARATIONOFPROPOSAL

2.3.1 BidderarerequestedtosubmitaProposal(para 2.1.2)writteninthelanguage(s)specifiedintheData Sheet.

Technical Proposal

2.3.2 InpreparingtheTechnicalProposal,Bidderareexpectedtoexaminethedocumentscomprisingthis RFPindetail. Materialdeficienciesinprovidingtheinformationrequestedmayresultinrejectionofa Proposal.

2.3.3 While preparingtheTechnical Proposal,Biddermust giveparticularattentiontothefollowing:

i) Joint Ventures (JV) are permitted for this assignment (up to a maximum of three members). In the case of a Joint Venture, the technical and financial qualifications of the lead partner and all other partners shall be evaluated collectively. To satisfy the eligibility and qualification criteria, the partners may qualify individually or their credentials can be pooled together as a whole to meet all the required parameters of the technical and financial qualification conditions.

ii) Forassignmentsonastaff-timebasis,theestimatednumberofkeyprofessionalstaff-monthsis givenintheData Sheet. Theproposal shall,however,bebasedonthenumberofkey professional staff monthsestimatedby thefirm along with sub key and support staff, surveys and investigations required to be carried for a project.

iii) Itisdesirablethatthemajorityofthekeyprofessionalstaffproposed shallbepermanentemployeesof thefirmorhaveanextendedandstable workingrelationwith the firm.

iv) Proposedkeyprofessionalstaffmusthavetheminimum qualification andexperienceindicatedintheData Sheet.

v) Alternativekeyprofessionalstaffshallnotbeproposed,andonlyonecurriculumvitae(C

V)may besubmittedforeachposition.

vi) ReportstobeissuedbytheConsultants/Bidderaspartofthisassignmentmustbeinthelanguage(s) specifiedintheData Sheet. It is desirablethat thefirm's personnel haveaworking knowledgeof theClient'sofficial language.

2.3.4 TheTechnicalProposalshouldprovidethefollowinginformationusingtheattachedStandardForms (Section3):

i) A briefdescriptionoftheBidder'sorganizationandanoutline ofrecent experienceon assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, interalia,theprofilesandnamesofthestaffprovided,durationoftheassignment,contract amount,andfirm'sinvolvement.

ii) AnycommentsorsuggestionsontheTermsofReferenceandonthedata,alistofservices,and facilities to be provided by the Client (Section 3C).

iii) A descriptionof themethodologyandworkplanforperformingtheassignment(Section3D).

iv) Thelistoftheproposedstaffteambyspecialty,thetasksthatwouldbeassignedtoeachstaff team member,andtheirtiming(Section3E).

v) CVsrecentlysignedbytheproposedkeyprofessionalstaffandtheauthorizedrepresentative submittingtheproposal(Section3F). Keyinformationshouldincluding qualification, experience,numberofyearsworking forthefirm/entity,anddegreeofresponsibilityheldinvariousassignmentsduringthelast fifteen (15)years.

vi) Estimatesofthetotalstaffeffort(professionalandsupport staff; stafftime)tobeprovidedtocarry outtheAssignment,supportedbybarchartdiagramsshowing the time proposed for each key professional staffteam member. (Sections3Eand3G).

vii) Adetaileddescriptionoftheproposedmethodology,staffing,andmonitoringoftraining, ifthe Data Sheet specifiestrainingasamajorcomponent oftheassignment.

viii) Any additional informationrequestedinthe Data Sheet.

2.3.5 TheTechnical Proposal shall not includeany financial information.

Financial Proposal

2.3.6 InpreparingtheFinancialProposal,Bidderareexpectedtotakeintoaccounttherequirementsand conditionsoftheRFPdocuments.
TheFinancialProposalshouldfollowStandardForms(Section4). It lists allcosts associatedwiththe Assignment, including(a)remuneration for staff , and (b) reimbursables suchas subsistence (per diem, housing), transportation (national and local, for mobilization and demobilization),servicesandequipment (vehicles,officeequipment,furniture, andsupplies),officerent,
insurance,printingofdocuments,surveys;andtraining,ifitisamajorcomponent

oftheassignment. If appropriate,thesecostsshouldbebrokendownby activity. The Bidderare required to submit the breakup of the costs upon request from the client

2.3.7 Biddershall expressthepriceoftheirservicesinIndianRupees.

2.3.8 TheDataSheetindicateshowlongtheproposalsmustremainvalidafterthesubmissiondate. Duringthis period,theService provider isexpectedtokeepavailablethekey professional staffproposedforthe assignment. TheClientwillmakeits bestefforttocomplete negotiationswithinthis period. Ifthe Client wishes to extendthevalidityperiodoftheproposals,theBidderwhodonotagreehavetherightnottoextend thevalidity oftheirproposals.

2.4 SUBMISSION,RECEIPT,ANDOPENINGOFPROPOSALS

2.4.1 Interested Biddershall login to https://kppp.karnataka.gov.in and follow the procedures and guideline given there or call the e-proc help desk to get themselves registered in the portal. Upon registration, the Biddercan login and participate in the tender.

2.4.2 Downloading of tender documents, submission of proposal all will be through Government of Karnataka e-Procurement website https://kppp.karnataka.gov.in under login for Contractors. Consultants/Biddermust get themselves registered, acquainted and trained on the procedure of participating in e-procurement.

2.4.3 **EMD**

2.4.4.1 TheBidderare requested to submit EMD as indicated in the e-Procurement portal along with the Technical Bid.

2.4.4.2 The Bidder can pay the Earnest Money Deposit (EMD) in the e-Procurement portal using any of the following payment modes:

- Credit Card
- Direct Debit
- National Electronic Fund Transfer (NEFT)
- Over the Counter (OTC)

2.4.4.3 The supplier/consultant's/bidder bid will be evaluated only on confirmation of receipt of the payment (EMD) in the Government of Karnataka central pooling account held at designated Bank. EMD amount will have to be submitted by the supplier/Consultant/ bidder taking into account the following conditions:

(a) EMD will be accepted only in the form of electronic cash (and not through Demand Draft or Bank Guarantee) and will be maintained in the Govt.'s central pooling account at designated Bank until the contract is closed.

(b) The entire EMD amount for a particular tender has to be paid in a single transaction. It is responsibility of Consultants/Bidderto ensure that payment through NEFT reaches Payment to Government of Karnataka designated

Bank before Bid submission date and time, through online payment. In case of OTC Payment, the DD to be drawn in favor of "e-Procurement, Government of Karnataka "and submit to designated Bank before bid submission time and update the transaction reference in e-Procurement portal

For details on e-Payment services refer to e-procurement portal for more details on the process.

2.4.4 The original Proposal (Technical Proposal and Financial Proposal; see para 2.1.2) shall be prepared as per RFP document.

2.4.5 An authorized representative of the Bidder shall digitally sign the Proposal. The representative's authorization is confirmed by a written power of attorney accompanying the Proposal.

2.4.6 The Bidder shall submit the bids separately i.e., "Technical" and "Financial" electronically online in Government of Karnataka e-Procurement portal.

2.4.7 Tenderer has all the time to modify and correct or upload any relevant document in the portal before submission on e-Procurement portal.

2.4.8 The last date and time including hours, minutes and seconds for submission will be mentioned in the portal, the bid will disappear automatically immediately after the time of submission is elapsed.

2.4.9 After the deadline for submission of proposals, the Technical Proposal shall be opened by the evaluation committee and evaluation will be done. The Consultants/Bidderwho are technically qualified will be intimated and the Financial Proposal of only qualified Consultants/Bidderwill be opened in presence of the Consultants/Bidderwho choose to attend.

REFUND OF EMD

2.4.10 Based on the instructions of Tender Accepting Authority (TAA) the EMD amount of the unsuccessful Bidderwill be refunded to the respective Bank accounts of the supplier/Bidder registered in the e-Procurement system.

2.4.11 The Earnest Money Deposit of unsuccessful Bidder will be returned within 30 days of the end of the proposal validity period specified in Clause 2.3.8

2.4.12 The Earnest Money Deposit of the successful Bidder will be discharged when the Bidder has furnished the required Performance Security and signed the Agreement.

2.4.13 The Earnest Money Deposit may be forfeited:

(a) if the bidder withdraws the proposal after deadline for submission of proposals, during the period of proposal validity.

(b) if the bidder does not accept the correction of the contract Price, pursuant to Clause 2.5.6; or

(c) in the case of a successful Bidder, if the Bidder fails within the specified time limit to (i) furnish the required performance Security deposit; or

(ii) sign the Agreement.

2.5 PROPOSAL EVALUATION

General

2.5.1 Fromthetimetheproposalsareopenedtothetimethecontractisawarded,ifanyBidderwishesto contacttheClientonanymatterrelatedtoitsproposal, itshoulddosoinwritingattheaddressindicatedin theDataSheet. Anyeffortbythefirm toinfluencetheClientintheClient'sproposalevaluation,proposal comparisonorcontract awarddecisionsmay result intherejectionoftheBidder'sproposal.

2.5.2 EvaluatorsofTechnicalProposalsshallhavenoaccesstotheFinancialProposalsuntilthetechnical evaluation,including its approval by competent authority is obtained

EvaluationofTechnical Proposals

2.5.3 Theevaluationcommitteeappointedbytheclientasawhole,andeachofitsmembersindividually evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluationcriteria,sub-criteria(typicallynotmorethanthreepercriteria)andpointsystem specifiedinthe DataSheet.

The Technical bids of only the firms satisfying the following criteria will be evaluated:

i. The Bidder shall have experience in similar services in in the business/ activity of development and/or any construction activities, Business/Convention Centers, Institutions over the last 5 yrs

ii. Achieved in, at least any two financial years a financial turnover of Rs. 8.00 Crores in last 5 years

iii. Executed in any one year, the following minimum quantities of work in the last five years period i.e., 2021-22 to 2025-26- Providing Operation & maintenance of Skywalk at least 2 Nos.

iv. Demonstration In order to ensure meeting of Specification requirements, as a part of evaluation of Technical Bids, the Bidders should demonstrate through proper documentary evidence to the satisfaction of BSCC. Demonstration location will be in Bangalore, date, timing and venue will be informed by the tender authority after bid opening.

v. If the bidder is not registered in BSCC/GBA/BBMP, should register with BSCC/GBA/BBMP advertisement department once tender is awarded and shall

follow all the Advertisement Bye Laws, Rules and Circulars of the BSCC in this regard

vi. The Bidder shall have his service center in Bengaluru city. (Proof of document to be furnished)

vii. The Bidder shall not be under a declaration of ineligibility for corrupt or fraudulent practices and should not be blacklisted or banned or debarred by any state government or central government or police department or PSU's in India

viii. Bidder shall enclose trained staff details for the above work

ix. The OEM shall have presence in Bengaluru with a repair and maintenance center

x. Bidder should issue a statement undertaking total responsibility for the defect free operation of the Skywalks during the operation and maintenance period

xi. The Bidder shall not have unpaid over dues for advertisement or ground rent or any other advertisement related dues of the BSCC or any of the five Bengaluru City Corporations. In this regard the bidder shall upload "No due certificate" from the advertisement section of all the five Bengaluru City Corporations certifying that the agency/person/firm /proprietor /has no over dues from Advertisements or related dues.

The client will carry out the evaluation of proposals of only the Bidding firms who satisfy the above criteria on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria and marking system specified in the Data Sheet. Each responsive proposal will be given a technical score (Ts). A proposal considered unsuitable shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

Public OpeningandEvaluationofFinancial Proposals;Ranking

2.5.4 Afterthe technical evaluation iscompleted,theClientshallnotifythoseBidderwhoseproposalsdid notmeettheminimum qualifyingmarkorwereconsiderednon-responsivetotheRFPandTermsof Reference in the e-procurement portal.TheClientshallsimultaneouslynotifytheBidderthathavesecuredthe minimum qualifyingmark,indicatingthedateandtimesetforopeningtheFinancialProposals. Thenotification may besent by registered letter, cable, telex,facsimile, orelectronic mail.

2.5.5 TheFinancialProposalsshallbeopenedpubliclyinthepresenceoftheBidder'srepresentativeswho choosetoattend. ThenameoftheBidder,thequalityscores,andtheproposedpricesshallberead aloudandrecordedwhentheFinancialProposalsareopened.TheClientshallprepareminutesofthe public opening.

2.5.6 TheevaluationcommitteewilldeterminewhethertheﬁnancialProposalsarecomplete,(i.e.,wheth erthey havecostedallitemsofthecorrespondingTechnicalProposals,ifnot,theClientwillcostthemandad d their cost tothe initial price), correct any computational errors.

2.6 NEGOTIATIONS

2.6.1 NegotiationswillbeheldattheaddressindicatedintheDataSheet. Theaimistoreachagreementonall pointsandsignacontract.

2.6.2 NegotiationswillincludeadiscussionoftheTechnicalProposal,theproposedmethodology(workp lan), staffingandanysuggestionsmadebythefirmtoimprovetheTermsofReference. TheClientand Bidderwillthenwork out finalTerms ofReference,staffing,and barchartsindicatingactivities,staff, periodsinthefieldandinthehomeoffice,staff months,logistics,andreporting. Theagreedworkplan andfinalTermsofReferencewillthenbeincorporatedinthe“DescriptionofServices”andformpart of thecontract. Specialattentionwill be paidto gettingthemosttheBidder can offerwithintheavailable budgetandtoclearlydeﬁningtheinputsrequiredfrom theClienttoensuresatisfactoryimplementationof theAssignment.

2.6.3 Unlesstherareexceptionalreasons,thefinancialnegotiationswillinvolveneithertheremuneratio n rates for staff (no breakdown of fees) nor other proposed unit rates.

2.6.4 Having selected the Bidder on the basisof, amongother things, an evaluationof proposed key professionalstaff,theClientexpectstonegotiateacontract onthebasisoftheexpertsnamedinthe Proposal. Beforecontractnegotiations, the Clientwill require assurances that the experts will be actually available. TheClient will not considersubstitutions duringcontract negotiations unless both partiesagree thatunduedelayintheselection process makes such substitution unavoidable or that such changes are criticaltomeetthe objectives oftheassignment. Ifthis is not the case andif it is establishedthat key staff wasofferedintheproposalwithout confirming theiravailability,theBidder may be disqualified.

2.6.5 Thenegotiationswillconcludewithareviewofthedraftformofthecontract. Tocompletenegotiations theClientandtheBidderwillinitialtheagreedcontract. Ifnegotiationsfail,theClient willinvitethe firmwhoseproposalreceivedthesecondhighestscoretonegotiateacontract.

2.7 AWARD OF CONTRACT

2.7.1 Thecontractwillbeawardedfollowingnegotiations. The Bidderwhose offer has been accepted will be notified by the Client prior to expiration of the validity of proposal by, e-mail or facsimile or through a letter (hereinafter called the "Letter of Acceptance"). After notifying the successful Consultant, theClientwill promptlynotifyanotherBidderthat theywereunsuccessful.

2.7.2 TheBidderisexpectedtocommencetheAssignmentonthedateandatthelocationspecifiedinthe DataSheet

2.7.3 Notwithstanding Clause 2.8.1 the Client reserves the right to accept or reject any proposal and to cancel the tender process and reject all proposals, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidderor any obligation to inform the affected Bidderor Consultants/Bidderof the grounds for the Clients action.

2.8 PERFORMANCE SECURITY

2.8.1 Within 7 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Client a Security deposit in any of the forms given below for an amount equivalent to 25 lakhs.

i) Banker's cheque/Demand draft, /Pay Order in favorof Executive Engineer,BSCC payable at Bengaluru
ii) A bank guarantee in the form given in appendix 5; or
iii) Fixed deposit receipts (FDR) Pledged in the name of Executive Engineer, BSCC

2.8.2 Performance Security deposit shall be provided to the Client not later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and type of instrument acceptable to the Client. The Security deposit shall be valid until a date 90 days from the date of expiry of contract period.

2.8.3 The Performance Security shall be furnished from any Nationalized Banks/Schedule Commercial Banks approved by Reserve Bank of India.

2.9 PERFORMANCE OF BIDDER

2.9.1 Successful Bidder is expected to fully adhere to all the provisions of terms of reference and shall be fully responsible for successful implementation of the Project in accordance with the provisions of the works contract agreement and other schedules agreed between the Client /Client Representative and the works contractors. Any failure of bidderin notifying to the Client and works contractor on noncompliance of the works contract agreement and other schedules by the works contractor, nonadherence to the provisions of terms of reference and nonadherence to the time schedule prescribed under terms of reference amounts to nonperformance of the Bidder. In such a condition, Client has the right to encash the performance security and terminate the contract.

2.10 CONFIDENTIALITY

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the Bidderwho submitted the proposals or to other persons not officially concerned with the process, until the winning Bidder has been notified that it has been awarded the contract.

DATA SHEET

Information to Bidder

No.	Section	Title	Details
1	2.1.1	Name of Client	**Executive Engineer** Bengaluru South City Corporation Executive Engineer (Zone-1 & 2), Traffic Engineering and Mobility Cell Bengaluru South City Corporation e-mail Address: tecsouthpalike@gmail.com
2	2.1.1	**Themethod of selectionis:**	**Highest bid selection**
3	2.1.2	Description of Assignment	Operation and Maintenance (O&M) & Transfer of Skywalk in Bengaluru South City Corporation under PPP Model on DBFOT basis with Commercial Advertisement rights at St. John's Medical College Sarjapur-Marathalli road& Jakka Sandra - Sarjapur Main Road
4	2.1.2	A TechnicalandaFinancialProposalsarerequested	YES
5	2.1.3	The Assignment is Phased	No
6	2.1.4	Preproposal conference time & date	Time & date as notified in the e-Procurement portal
7	2.1.4	Apre-proposalconferencevenue	**Executive Engineer** Bengaluru South City Corporation Executive Engineer (Zone-1 & 2), Traffic Engineering and Mobility Cell Bengaluru South City Corporation e-mail Address: tecsouthpalike@gmail.com
8	2.1.5	Clients Inputs	Providing all available data reports and access to BSCC
9	2.1.7.2	TheClientenvisagestheneedforcontinuityfordownstreamwork	Yes
10	2.1.8	Clausesonfraudand Corruption	Sub-Clause2.7.1ofGeneral Conditions of Contract.
11	2.1.10	Clause on fraud and corruption	The Bidder shall not be declared ineligible for corrupt as fraudulent practices by central Govt./any state Govt. and their any undertakings

12	2.2.1	Clarificationofanyitemoftheprocurement	Clarifications maybe requestedup to*oneday priorto pre-proposal conference* The address for requesting clarifications is: **Executive Engineer** Bengaluru South City Corporation Executive Engineer (Zone-1 & 2), Traffic Engineering and Mobility Cell Bengaluru South City Corporation e-mail Address: tecsouthpalike@gmail.com
13	1.3	Language of the Proposal	English
14	2.3.3. (i)	Joint venture	Joint Ventures are allowed (up to three members). The lead partner and all partners together can qualify individually or as a whole together to meet all required parameters of the technical and financial qualification criteria.
15	2.3.3. (vi)	Language of reports	English
16	2.3.4. (vii)	Trainingis animportant featureofthis Assignment	NO
17	2.3.4. (viii)	AdditionalInformationtheTechnicalProposalincludes	NIL
18	2.7.1	Validity of Proposal	180 days from the last date of submission of proposal.
19	2.4.2	Last Date and time for submission of proposal	As notified in the Government of Karnataka e-Procurement portal
20	2.1.1	The address to send information to the Client is:	**Executive Engineer** Bengaluru South City Corporation Executive Engineer (Zone-1 & 2), Traffic Engineering and Mobility Cell Bengaluru South City Corporation e-mail Address: tecsouthpalike@gmail.com

<table>
<tr><td rowspan="10">21</td><td rowspan="10">2.5.3</td><td rowspan="10">Evaluation criteria for technical proposal</td><td colspan="3">The Curriculum Vitae of the key professional personnel as</td></tr>
<tr><td>Sl No</td><td>Details</td><td>Points</td></tr>
<tr><td>a</td><td>Company/Firm Registration Certificate</td><td>10</td></tr>
<tr><td>b</td><td>Similar works experience
1 Project=20 marks
1 projects=25 marks
2 projects=30 marks</td><td>30</td></tr>
<tr><td>c</td><td>No due certificate from the advertisement section of all the five Bengaluru City Corporations</td><td>10</td></tr>
<tr><td>d</td><td>Adequacy of the proposed Technical Approach & Methodology and Work plan in responding to the TOR</td><td>30</td></tr>
<tr><td>e</td><td>Competence ofthe key professional staff fortheAssignment</td><td>10</td></tr>
<tr><td>f</td><td>Performance of Bidderin GBA</td><td>10</td></tr>
<tr><td></td><td>Total</td><td>100</td></tr>
<tr><td colspan="3">indicated in the Terms of Reference and Scope of Services will be considered for evaluation.
The minimum technicalscorerequiredto pass is: 75 Points</td></tr>
<tr><td>22</td><td>2.5.4</td><td>Financial Offer</td><td colspan="3">Ground Rent remitted to BSCC</td></tr>
<tr><td>23</td><td>2.6.1</td><td>Location for Negotiations</td><td colspan="3">At Clients Office</td></tr>
<tr><td>24</td><td>2.7.2</td><td>Commencement of Assignment</td><td colspan="3">Expected to be commenced in the month of August 2026</td></tr>
<tr><td>25</td><td>2.8.1</td><td>Performance Security</td><td colspan="3">25 lakhs</td></tr>
</table>

Letter of Acceptance (Clause 2.7.1)

(letter head paper of the Client)

_____[date]

To: _____

[name and address of the Bidder]

Dear Sirs,

This is to notify you that your proposal dated**……..**for Operation and Maintenance (O&M) & Transfer of Skywalk in Bengaluru South City Corporation under PPP Model on DBFOT basis with Commercial Advertisement rights at St. John's Medical College Sarjapur-Marathalli road& Jakka Sandra - Sarjapur Main Roadfor the Contract Price of Rupees**……..**
( ) [amount in words and figures], as corrected and modified is hereby accepted by our Department

You are hereby requested to furnish Performance Security deposit in the form detailed in Clause 2.8.1 of Information ToConsultants/Bidderfor an amount of Rs. **……..** within 15 days of the receipt of this letter of acceptance valid up to 90 days from the date of expiry of contract period i.e. up to **……..** and sign the contract, failing which action will be taken as per clause 2.4.14 of instruction to consultants.

Yours faithfully,

SECTION3. TECHNICALPROPOSAL-STANDARD FORMS

3A. Technical Proposal submissionform.

3B. Bidder'sreferences.

3C. CommentsandsuggestionsontheTermsofReferenceandondataservices,andfacilities tobeprovidedby theClient.

3D. Descriptionofthemethodology andworkplanforperformingtheassignment.

3E. Teamcompositionandtaskassignments.

3F. Format ofCurriculumVitaeofproposedkey professional staff.

3G. Time scheduleforprofessional personnel.

3H. Activity (work)schedule.

3A. TECHNICALPROPOSALSUBMISSIONFORM

[*Location,Date*]

FROM: (NameofBidder)

To,
Executive Engineer
Bengaluru South City Corporation
Executive Engineer (Zone-1 & 2),
Traffic Engineering and Mobility Cell
Bengaluru South City Corporation

Ladies/Gentlemen:

Subject:**Operation and Maintenance (O&M) & Transfer of Skywalk in Bengaluru South City Corporation under PPP Model on DBFOT basis with Commercial Advertisement rights at St. John's Medical College Sarjapur-Marathalli road& Jakka Sandra - Sarjapur Main Road -**regarding Technical Proposal.

We,theundersigned,offertoprovidetheservicesfortheaboveinaccordancewithyour RequestforProposaldated [*Date*]. We are hereby submitting our Proposal which includes this Technical Proposal,andaFinancial Proposal sealedunderaseparate envelope in Government of Karnataka e-Procurement portal.

Ifnegotiationsareheldduringtheperiodofvalidity oftheProposal,i.e.,before [*Date*] weundertaketo negotiateonthebasisoftheproposedstaff. OurProposalisbindinguponusandsubjecttothemodifications resultingfromcontract negotiations.

We understandyouarenotboundtoacceptanyProposal you receive. We remain,

Yours sincerely,

Authorized Signatory:
Name andTitle ofSignatory:
Name ofConsultant:

Address:

3B. BIDDERREFERENCES

RelevantServicesCarriedOutintheLast FiveYears ThatBest Illustrate Qualifications

Usingtheformatbelow,provideinformationoneachreferenceassignmentforwhichyourfirm/entity,either individually as a corporate entity oras one ofthe major companies withinanassociation,was legally contracted.

<table>
<tr><td colspan="2">Assignment Name:</td><td>Country:</td></tr>
<tr><td colspan="2">LocationwithinCountry:</td><td>Key professionalstaff Providedby YourFirm/entity(profiles):</td></tr>
<tr><td colspan="2">Name ofClient:</td><td>No.ofStaff:</td></tr>
<tr><td colspan="2">Address:</td><td>No. of Staff-Months; durationof assignment:</td></tr>
<tr><td>Start Date (Month/Year):</td><td>CompletionDate (Month/Year):</td><td>Approx.ValueofServices(Rs.M):</td></tr>
<tr><td colspan="2">Name ofAssociatedConsultants,ifany:</td><td>No.ofMonthsofKey professional staff, provided by Associated Consultants:</td></tr>
<tr><td colspan="3">Name ofSeniorStaff(Project Director/Coordinator,TeamLeader)involved,andfunctionsperformed:</td></tr>
<tr><td colspan="3">NarrativeDescriptionofProject:</td></tr>
<tr><td colspan="3">DescriptionofActual ServicesProvidedby YourStaff:</td></tr>
</table>

BiddersName: _____

3C.

COMMENTSANDSUGGESTIONSOFBIDDERONTHETERMSOFREFERENCEANDON DATA,SERVICES,ANDFACILITIESTOBE PROVIDEDBYTHECLIENT

On the Terms of Reference:

1.

2.

3.

4.

5.

Onthe data, services, andfacilitiesto be provided by the Client

1.

2.

3.

4.

5.

3D. DESCRIPTIONOFTHEMETHODOLOGYANDWORKPLAN FORPERFORMINGTHEASSIGNMENT

BIDDERSNAME:

Technical approach, methodology andwork planare keycomponents of the Technical Proposal. You are suggested to present your Technical Proposal divided into the following two chapters:

a. Technical Approach and Methodology, and
b. Work Plan.

a. Technical Approach and Methodology: In this chapter the agency should explain their understanding ofthe objectivesof the Assignment/job, approachto the Assignment/job, methodologyfor carryingout theactivities andobtaining the expected output, and the degree of detail of such output. Agency should highlight the problems beingaddressed andtheir importance, andexplain the technical approach the agency wouldadopt toaddress them. Agency shouldalso explain the methodologies theypropose toadopt andhighlight thecompatibility of those methodologies with the proposed approach.

b. Work Plan: The bidder should propose and justify the main activities of the Assignment/job, theircontent andduration, phasingand interrelations, milestones (including interim approvalsby the Employer), anddelivery dates of the reports. The proposed work planshould beconsistent withthe technicalapproach andmethodology, showingunderstanding ofthe TermsOfReference(TOR) andability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here.

3E. TEAMCOMPOSITIONANDTASKASSIGNMENTS

1. Key Staff- Driver

Sl.No	Name	Position	Task
1			
2			
3			
4			

2. Sub Key Staff- Helpers

Sl. No	Name	Position	Task
1			
2			
3			
4			

3F. FORMATOFCURRICULUM VITAE(CV)FOR

PROPOSEDKEYPROFESSIONALSTAFF

ProposedPosition: _____

Name ofBidder Firm: _____

Name ofStaff: _____

Profession: _____

Date ofBirth: _____

Years withFirm/Entity: _____Nationality: _____

MembershipinProfessional Societies: _____

_____

Detailed Tasks Assigned: _____

_____

KeyQualifications:

[*Giveanoutlineofstaffmember'sexperienceandtrainingmostpertinenttotasksonassignment. Describedegree ofresponsibilityheldbystaffmemberonrelevantpreviousassignmentsandgivedatesandlocations. Useabout half a page.*]

_____

Education:

[*Summarizecollege/universityandotherspecializededucationofstaffmember,givingnamesofschools, dates attended,anddegreesobtained. Useabout onequarterof apage.*]

_____

EmploymentRecord:

[*Startingwithpresent position, list in reverse order everyemployment held. List all positions heldbystaffmember sincegraduation,givingdates,namesofemployingorganizations,titlesof positionsheld,andlocationsof assignments. Forexperienceinlasttenyears,also givetypes of activitiesperformed and Clientreferences,where appropriate. Useabout twopages.*]

_____

Languages:

[*Foreachlanguageindicateproficiency:excellent,good,fair,orpoor;inspeaking,reading,andwriting*]

_____

Certification:

I,theundersigned,certifythattothebestofmyknowledgeandbelief,thesedatacorrectlydescribeme,my

qualifications,andmy experience.

Full name of staff member & Signature:

Date:
Place:

Full name of the Bidder and Signature of Authorised Signatory

Date:
Place:

3G.TIMESCHEDULEFOR KEY PROFESSIONAL PERSONNEL

Sl. No.	Name	Position	Reports Due/Activities	Months(intheformofaBarChart) *												
				1	2	3	4	5	6	7	8	9	10	11	12	Number of Months
1.																Subtotal(1)
2.																Subtotal(2)
3.																Subtotal(3)
4.																Subtotal (4)

Full-time: _____ Part-time: _____
Reports Due: _____
ActivitiesDuration: _____

* This schedule should be for the period of completion of assignment

Signature: ----------

(**Authorised Signatory**)

Full Name:_____

Title: _____
Address: _____

3H.ACTIVITY(WORK)SCHEDULE

A. Field activities:

			Month wiseProgram(informofBarChart)++ *[1st,2nd,etc.are weeks fromthestart of the assignment]*											
Sl.No.	ItemofActivity(Work)		1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th

++The Programshould be period of completion of assignment.

B. Completion and Submission of Reports

Reports: *	Programme: (Date)
1. DailyReport	
2. MonthlyReport	

***Modify asrequiredfortheAssignment.**

SECTION4. FINANCIALPROPOSAL-STANDARDFORMS

4A. Financial Proposal submissionform.

4B. Summary ofcosts.

4. FINANCIALPROPOSALSUBMISSIONFORM

[*Location,Date*]

FROM: (NameofBidder)

To,

Executive Engineer
Bengaluru South City Corporation
Executive Engineer (Zone-1 & 2),
Traffic Engineering and Mobility Cell
Bengaluru South City Corporation
e-mail Address: tecsouthpalike@gmail.com

Ladies/Gentlemen:

Subject:**Operation and Maintenance (O&M) & Transfer of Skywalk in Bengaluru South City Corporation under PPP Model on DBFOT basis with Commercial Advertisement rights at St. John's Medical College Sarjapur-Marathalli road& Jakka Sandra - Sarjapur Main Road** – regarding Financial Proposal.

We, the undersigned, offer to provide the services for the above work in accordance with your Request for Proposal dated [Date]. Our attached financial proposal is for the sum of [Amount in words and figures].

Revenue Share

Parameter	**Bidder's Offer**
Ground rent per annum (INR)	INR _____

Weundertakethat,incompetingfor(and,iftheawardismadetous,inexecuting)the abovecontract, we willstrictlyobservethelawsagainstfraudandcorruptioninforceinIndianamely"PreventionofCorruptionAct 1988".

Yours sincerely,

Authorised Signatory:
Name andTitle ofSignatory:
Name ofthe Bidder Firm:
Address:

4B. SUMMARY OF COSTS

The Biddershall quote the fee for the services as below

Sl. No	Description	Unit	No of Skywalk	Ground rent paid per Year for 2 Skywalks to Authority
1	Operation and Maintenance (O&M) & Transfer of Skywalk in Bengaluru South City Corporation under PPP Model on DBFOT basis with Commercial Advertisement rights at St. John's Medical College Sarjapur-Marathalli road& Jakka Sandra - Sarjapur Main Road	Yearly	02	**Rs.30,24,000/- Minimum**

The Ground Rent cum Concession Fee will begin from the date of issue of work order of skywalk and should be paid in advance every year within 15 (fifteen) days from the date of receipt of demand notice from BSCC Advertisement Department.

This Concession fee would be increased by 5% every year.

The Ground Rent cum Concession Fee for the first year should be paid immediately after receiving the work order from the BSCC but not later than 15 days from the date of issue of the work order.

NOTE: It is again clarified that the Advertisement Fees and other statutory payments shall be in addition to the Ground Rent cum Concession Fee.

Bidder shall obey the advertisement bye laws, as applicable from time to time, which is part and parcel of the RFP document. The bidders must note that any revision of advertisement tax or updating or modification of the said policy occurring in the future will also be binding upon the bidder as part of the tender document. The successful bidder should pay the statutory advertisement tax or any fee as mentioned in the advertisement by laws to the concerned department/authority.

All expenses connected with setting up, alterations and removal of advertisement and maintenance of advertisements etc., if any shall be borne by the Bidder. The Bidder should attend the complaints pertaining to the advertisement provided on Skywalks with lifts and with or without escalator in respect of any violations within 7 days from the receipt of such letter issued to them from time to time by BSCC.

5. TERMS OF REFERENCE AND SCOPE OF SERVICES

5.1 GENERAL

Bengaluru South city Corporation (BSCC) proposes to take up the establishment of state-of-the-art Skywalks at various identified locations in Bengaluru South city Corporation where the intensity of the pedestrian crossing has increased significantly and there is operation & Maintenance of capacity for safe and efficient means to cross over roads especially at junctions in multiple directions.

BSCC intends to take up this work on operation & Maintenance against Commercial advertainments rights in PPP Model basis. The Skywalk locations are primarily junctions/mid blocks with prominent properties on either side warranting pedestrian cross over. The Skywalks shall be designed in such a way to ensure safe and effective pedestrian crossing across the major corridors in BSCC.

BSCC will be the employer for the complete management of Skywalks during the process Tender process thereafter for the contract management

5.2 Scope of Work

5.2.1 In particular, the scope would involve

- Overhaul/Renovate of the existing Skywalk with a view to ensure safe and convenient walking for the pedestrians of all section of the society.
- Preparation of all location's specific designs & engineering drawings of all Skywalk with lifts to the site conditions, and as listed in the scope of work for the locations existing environment conditions, community demand, and proposed existing structures on the road and basic specifications prescribed by BSCC and IRC.
- Collect and validate the site conditions of existing Skywalks
- The contractor should look after skywalk structure Stability and to Submit the reports from IISC
- Operation & Maintenance of existing Skywalk for the approved concession period.
- Arrange financing of the project in accordance with agreed Contractual terms
- Enabling adding of Services to the Skywalks in consultation with BSCC after satisfying feasibility requirements
- Deployment of adequately trained manpower required for the Operations and Maintenance in accordance with performance requirements stipulated in the Contract

- Adherence to all applicable laws and regulations in this respect
- Transfer the facilities in good condition and free from all encumbrances free of cost to BSCC upon expiry of the Concession Period

Work includes:

- All the existing structural members/ reinforcement of the Skywalks shall have anticorrosive coating of poly urea/ or with specifications.
- Entire color scheme and samples of the materials shall be got approved prior to use in the construction of Skywalks.
- All Skywalk and surrounding areas are to be kept clean at all times. The litter bins should not be overflowing at any time and disposal of garbage to be arranged to as required.
- If the existing covering of the roof are damaged/ not available shall be repaired/replaced made of multi-walled Polycarbonate sheets of not less than 10 mm thick, color to be got approved. The fixing to be done in a manner so as to make the roof leak proof.
- No leakage from roof to be permitted.
- The minimum clear width of existing skywalk shall be between the inner walls shall be 3.5 meters.
- The minimum clear height between the flooring and the ceiling shall be 3.5 meters.
- Proper drainage should be maintained and no accumulation of water, liquid etc. is allowed at any time
- The Concessionaire shall not display or exhibit any picture, poster, statue or other articles in any part of the premises that are repugnant to the general standards of morality. The Concessionaire expressly agrees that the decision of the BSCC in this regard shall be final and binding.
- The lighting arrangement at the sky walk should be functional at all times. Electrical safety is to be ensured for users as well as concessionaire's staff as per IRC guidelines for Subways and Pedestrian bridges.
- Broken floor tiles / other members are to be replaced during O&M period.
- Defective lift must be replaced at the instance of BSCC inspection reports
- The Concessionaire should keep all emergency needs in readiness for running of the lift including rescue operation system in position etc., with necessary Telephones lines, their numbers well displayed. Lift mechanics should be at a telephone call distance to attend on priority whenever the need arises
- At the entrance of lifts at prominent visible location inside premises some important telephone numbers like Ambulance, CATS, nearby Hospital, nearby Police Station, Traffic Police and BSCC Helpline, Control room No's etc. and other help line numbers should be written & well illuminated.

- Penalty- Any Delay in service by AMC would be the responsibility of the Concessionaire and would be viewed seriously as it involves public convenience. Penalty at the rate of Rs 10,000 per day of delay shall be levied if the time taken to rectify any fault(lift working, electrical, DG backup, CCTV cameras, structural issues, Cleanliness and any other site specific issues) exceeds 24 hours.
- Lifts Maintenance works etc and the skywalk maintenance should be carried out only during nights so that service to public is not hindered.
- For each location, lift or escalator mechanic with adequate and necessary tools and equipment should be available on duty from 6.00 AM to 10.00 PM and each lift or escalator shall have Concessionaire from 6.00 AM to 10.00 PM
- To the extent possible, all the lifts shall be capable to work on 24X7 basis. However, to ensure proper upkeep, in any month, only one lift is permitted to be closed for only one day for maintenance and repairs etc.
- Lifts shall have gadgets which would not only records the breakdown details and log them etc. but also take care of such arrangements that whenever needed either in the event of breakdown or for emergent safety reasons by the press of a button placed inside the lift, mechanic gets an instant alarm on his mobile about the complaint or breakdown or other safety related complaints.
- The advertising shall be on the Side panel (along the walkway) only. No advertisement shall appear in any other place of the Skywalk system.
- The height of top panel shall be maximum 3 mts and the width to correspond to carriage width. However, the bottom 1 m of the top panel on both sides shall be free from advertisement so that this space is visible for safety purposes.
- The display of advertisement shall not obstruct the visibility of pedestrian walking.
- The width of lift and the supports shall be less than 2.5 Mtr. So that at least 1 Mtr. width is available for people who may like to walk beside the lift and escalators on the footpath.
- All structural members, arrangements and advertisement panels are to be periodically inspected and maintained in good condition as per the maintenance manual.
- The advertisement panels to be kept clean from dust stains etc. at all times. It is to be ensured that posters etc. are not pasted on any of the panels and on structural part of Skywalk.
- The advertisements on panels to be changed during off peak period - preferably during night hours.
- CCTV shall be fitted in lifts and walkway for recording the behavior of passengers/happenings inside the lift with 1month storage facility to ensure safety and security of the passengers.
- In the event of power failure, back up in the form of generator is provided and in the event of failure of a generator, further redundancy provision is also provided.
- Other Services to be provided:

- Water Supply: The Concessionaire shall ensure adequate water for general cleanliness of the Skywalks.
- Electricity Supply: The Concessionaire shall ensure adequate electricity supply for proper lighting inside the Skywalk, lifts, escalators and advertisements. The Concessionaire shall take all the necessary approvals from concerned electrical departments.
- Landscaping: The Concessionaire shall put flowering plants and other shrubs around each skywalk to an extent of 25 mts. on both sides as per the approval of the BSCC and maintain the same in good condition at all times.
- Cleaning of the skywalk: The Concessionaire shall ensure minimum daily cleaning of the skywalk, and no litter shall be allowed.
- Garbage Disposal: The Concessionaire shall install litterbins as specified near the Skywalk and disposal of the collected waste shall be the responsibility of the Concessionaire.
- Safety & Security: The safety and security of the Skywalk rests with the Concessionaire. The Concessionaire shall maintain security personnel, gadgets and required as part of the maintenance services.
- Other Facilities: The Concessionaire can construct / provide structurally sound and aesthetically appealing passenger facilities such as card / coin public phone, tea / coffee vending machines, and magazine / newspaper dispenser as per plans approved by the BSCC. However, in areas where deviations are necessitated due to space or location constraints, the BSCC shall consider permitting such variations with prior approval of BSCC.
- Fire and safety: The Concessionaire shall take all the necessary steps and install required firefighting equipment and maintain them also during concession period

5.2.2 Advertisement Specification on Skywalks

The successful bidder shall obey the clauses specified. The Bidder shall comply with the directions/instructions of the BSCC in respect of the said arrangement.

The Bidder firm is permitted to put up advertisements in conformity and due compliance with the Advertisement Bye Laws as applicable from time to time. In this regard the advertisements shall be of preferably mesh vinyl.

However, no advertisement/panel or any obstruction shall be made in bottom 1 m of the walkway portion of the skywalk on both sides. (This 1 m clearance is required for safety purpose so that there is a clear visibility available in this 1 m strip).

The concession period is 5 years from the date of issue of Work order of skywalk. The Operation & Maintenance period shall be 05 years (3 months for Overhaul or Renovation of existing skywalk + 57 months for operation and maintenance) from the date of award of work for each location.

Ground rent (which is payable in addition to the Advertisement Fee and other statutory levies) shall be increased by 5% annually. And the period of operation shall be overall 5 years.

5.2.3 Maintenance & Erection of Advertisement

The Concessionaire shall bear all costs incurred for display of advertisement on Skywalk and shall carry out the work of fixing and removing the same in a careful manner without doing any damage to the Skywalk and the adjoining property. If any damage is caused tothe adjacent properties either public or private, it shall be made good by the Concessionaire at its own cost to the entire satisfaction of BSCC and the bidder must indemnify BSCC on such losses or damages. The Concessionaire shall maintain the advertisement along with the framework, if any, in good condition and likewise ensure that the display of advertisement thereon is in a proper and perfect condition.

While the advertisements are being fixed or removed or re-fixed by the Concessionaire, it shall take all necessary safety precautions and if any damage is caused to or is suffered by a person or property of the BSCC or by any third party due to any cause whatsoever, the Concessionaire shall be solely responsible for compensation or damage to the BSCC's property or the third party as the case may be and the Concessionaire shall indemnify and keep the BSCC indemnified in respect of any claim made there under.

The Concessionaire shall not carry out any addition or alteration to the structure unless it is approved by BSCC in writing.

5.2.4 Personnel Requirements

One Manager, one Supervisor,2Security Personnel (2 shifts in 24 hours for 7 days) should be employed by successful tenderers in each Skywalk.

5.2.6 Contract Duration of Service

Overhaul/renovate period of 5 years for maintenance including 3 months for Overhaul/renovation for work of Skywalk will be awarded the work after due approvals from competent authority.

5.2.7 Qualification Of Staff

Sl. No	Particulars	Requirement
1	Manager	Highest Qualification – Should be any Degree with 5 to 10 years
2	Supervisor	Diploma/Degree –with 2 years of experience in similar type of work
3	Security	Minimum 7th Standard passed, physically fit, Proficiency in Kannada and age group of 20-40 years

5.2 PROJECT TEAM AND PROJECT OFFICE OF THE BIDDER

TheBiddershallbe required to form a multi-disciplinary team forthisassignment as per the ToR.TheBiddersteamshallbemannedbyadequate numberofpeoplewithrelevantexperience. The staff shall operate from upon the instruction of BSCC-in charge.

5.3 DEPLOYMENT SCHEDULE

Deployment of team

The successful Bidder shall mobilize adequate professionals of required qualifications & experience in order to deliver the scope of the project.

Key Professional staff

Sl.No	KeyPersonnel	Man months
1	Manager	60
2	Supervisor	60
3	Security	60

1. All the key persons proposed shall be available for the assignment, the client has the right to validate the resumes of all the key persons.

2. The CVs of key professionals shall be submitted along with proposal; the sub professional staff shall be part of agreement.

3. Bidderhavetoprovideacertificatethatallthepersonnelas envisagedintheContractAgreementhavebeen actuallydeployed in the projects. TheyhavetofurnishthecertificateatthetimeofsubmissionoftheirbillstoBSCC from time totime.

5.4 Project location

SI. No	Skywalk location Name	Latitude	Longitude
1	**St John Hospital - SarajapurMarathalli Road**	12.98705	77.51985

2	**Jakka Sandra - Sarjapur Main Road**	12.92525	77.63619

SECTIONVI:CONTRACT FOR BIDDERS SERVICES

between

_____

[NameofClient]

and

_____

[NameofBidder]

Dated:

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I.FORMOFCONTRACT

This CONTRACT (hereinaftercalledthe"Contract")is madethe _____day ofthemonthof **……..,**2026between,ontheonehand, Executive Engineer Bengaluru South City Corporation , Executive Engineer (Zone-1 & 2), ,Traffic Engineering and Mobility Cell Bengaluru South City Corporation e-mail Address: tecsouthpalike@gmail.com**,……**(hereinaftercalledtheBidder).

WHEREAS

(a) theClient hasrequestedtheBiddertoprovidecertainservicesasdefinedintheGeneral ConditionsofContract attachedtothis Contract(hereinaftercalledthe"Services");

(b) the Bidder, havingrepresentedtothe Client that they have the required professional skills, and personnelandtechnicalresources,haveagreedtoprovidetheServicesontheterms andconditionsset forthinthis Contract.

NOWTHEREFORE the parties hereto hereby agree as follows:

1. The following documents attached heretoshall be deemedtoformanintegral part ofthis Contract: (a) TheGeneral ConditionsofContract (hereinaftercalled"GC");

(b) TheSpecial Conditionsofcontract(hereinaftercalled"SC");

(c) ThefollowingAppendices:

AppendixA:	DescriptionoftheServices	
AppendixB:	Deliverables by Consultants/Bidderand performance of consultants	
Appendix C: Appendix D: AppendixE:	Key Personnel andSub key professionals ServicesandFacilitiestobeprovided by the Client Breakdown of Contract Price	---------- _____
AppendixF:	FormofGuarantee for performance security deposit	_____

2. Themutual rightsandobligationsoftheClient andtheBiddershall beasset forthintheContract,in particular:

(a) TheBiddershallcarryout theServices inaccordancewiththeprovisions of theContract; and

(b) the Clientshall make payments to the Bidderin accordancewiththeprovisionsofthe

Contract.

IN WITNESS WHEREOF, the Parties hereto have causedthis Contract tobesignedintheirrespectivenamesasof theday and yearfirst abovewritten.

FORANDONBEHALFOF
[NAMEOFCLIENT]

By
(AuthorizedRepresentative)

FORANDONBEHALFOF
[NAMEOFCONSULTANT]

By
(AuthorizedRepresentative)

[***Note***: *IftheConsultants/Bidderconsistofmore than one entity,all of these entitiesshouldappearassignatories,e.g.,in thefollowingmanner*:]

FORANDONBEHALFOFEACHOF
THEMEMBERSOF THEBIDDER

[NameofMember]

By
(AuthorizedRepresentative)

[NameofMember]

By
(AuthorizedRepresentative)

etc.

II. GENERAL CONDITIONS OFCONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

Unless thecontext otherwiserequires, thefollowing termswhenever usedin thisContract havethe followingmeanings:

(a) "ApplicableLaw"meansthelawsandanyotherinstrumentshavingtheforceoflaw inIndia,as they may be issuedandinforce fromtime totime;

(b) "Contract" meansthe Contractsigned bythe Parties, towhich theseGeneral Conditionsof Contract(GC)areattached,togetherwithallthedocuments listedinClause 1 ofsuchsigned Contract;

(c) “EffectiveDate”meansthedate onwhichthisContractcomesintoforceandeffectpursuantto ClauseGC 2.1

(d) “ContractPrice”meansthepricetobepaidfortheperformanceoftheServices,inac cordance withClause 6;

(e) "GC" meanstheseGeneral ConditionsofContract;

(f) "Government"meanstheGovernmentofKarnataka;

(g) "Localcurrency"meansIndianRupees;

(h) "Member", shall be the authorized representative of the BidderspecifiedintheSC toact ontheirbehalfinexercisingall theBidder’ rights and obligations towardstheClient underthis Contract.

(i) "Party" means the Client orthe Bidder,as thecasemay be, and Partiesmeans both of them;

(j) "Personnel"meanspersonshiredbytheBidderorbyanySub-Contractor asemployeesand assignedtotheperformanceoftheServicesorany partthereof;and‘key personnel’meansthe personnel referredtoinClauseGC4.2(a)

(k) "SC"meanstheSpecialConditionsofContractbywhichtheseGeneralConditions

ofContract may beamendedorsupplemented.

(l) "Services"meanstheworktobeperformedbytheBidderpursuanttothisContractas describedinAppendixA; and

(m) "Sub-Consultant"meansanyentitytowhichtheBiddersubcontractanypartoftheServices inaccordancewiththeprovisionsofClauses3.5and4.

(n) 'Thirdparty"meansanypersonorentityotherthantheGovernment,theClient,the Consultants, ora Sub-Consultant.

1.2 **Law GoverningtheContract**

ThisContract,itsmeaningandinterpretation,andtherelationbetweenthePartiesshallbegoverne dbythe Applicable Law.

1.3 **Language**

ThisContracthasbeenexecutedinEnglishlanguage,whichshallbe the binding and controlling language for all matters relatingtothe meaning orinterpretation ofthis Contract.

1.4 **Notices**

Anynotice,requestorconsentmadepursuant tothis Contract shall be inwriting and shall be deemed to havebeenmadewhendeliveredinpersontoanauthorizedrepresentativeofthePartytowhom the communicationisaddressed,orwhensentbyregisteredmail,telex, e-mail, fax orfacsimiletosuchParty at theaddress specifiedintheSC.

1.5 **Location**

TheServicesshallbeperformedatsuchlocationsasarespecifiedin AppendixAand,wheretheloc ation ofaparticulartaskisnotsospecified,atsuchlocations,whetherin Karnataka or elsewhere, as the Client may approve.

1.6 **AuthorizedRepresentatives**

Anyactionrequiredorpermittedtobetaken,andanydocumentrequiredorpermittedtobeexecute d, underthisContractby theClientortheBiddermay betakenorexecutedby theofficialsspecifiedin the SC.

1.7 **TaxesandDuties**

The Consultants,Sub-Consultants/Bidder and theirPersonnel shall pay such taxes, duties, feesandother impositionsasmaybeleviedundertheApplicableLaw,theamount of which is

deemedtohavebeen includedintheContractPrice. however, GST shall be paid separately by the client.

2. Commencement,Completion,ModificationandterminationofContract

2.1 EffectivenessofContract

ThisContractshallcomeintoeffectonthedatetheContractissignedbybothPartiesorsuchotherlater date as may be stated in the SC.

2.2 Commencementof Services

TheBiddershall begincarryingoutthe Services withinthirty (30) days after the date the Contract becomeseffective,oratsuchotherdateas may be specifiedin theSC.

2.3 ExpirationofContract

UnlessterminatedearlierpursuanttoClause2.7,thisContractshallterminateattheendofsuchtime periodafter the Effective Date as is specifiedin theSC.

2.4 Modification

ModificationofthetermsandconditionsofthisContract,includinganymodificationofthescopeofthe Services or ofthe Contract Price, may only bemade by writtenagreement betweenthe Parties.

2.5 ForceMajeure

2.5.1 Definition

ForthepurposesofthisContract,"ForceMajeure"meansaneventwhichis beyond the reasonablecontrolofaParty,andwhichmakesaParty'sperformanceofitsobligationsunder the Contract impossible orsoimpractical as tobeconsidered impossible under the circumstances.

2.5.2 NoBreachofContract

ThefailureofaPartytofulfillanyof its obligations under the contract shall not be considered to beabreachof,ordefaultunderthisContractinsofarassuchinabilityarisesfrom aneventof ForceMajeure,provided that the Party affectedby such an event (a) has taken all reasonable precautions,due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and(b) has informedtheotherParty as soon as possibleabout the occurrenceofsuchanevent.

2.5.3 Extension of Time

Anyperiodwithinwhicha Party shall, pursuant tothis Contract,completeany action

ortask, shallbeextendedforaperiodequal tothetimeduringwhichsuchParty wasunabletoperform suchactionasaresultofForceMajeure.

2.5.4 **Payments**

Duringtheperiodoftheirinabilitytoperform theServicesasaresultofaneventofForce Majeure,theConsultants/Biddershallbeentitledtocontinuetobepaid under the terms of this Contract, aswellastobereimbursedforadditionalcostsreasonably andnecessarily incurredby them duringsuchperiodforthepurposesoftheServicesandinreactivatingtheServiceafterth eend ofsuchperiod.

2.6 **Suspension:**

The Client may by written notice ofsuspensiontothe Bidders, suspendall payments tothe BidderhereunderiftheBidderfailto performanyoftheirobligationsunderthiscontract, includingthecarryingout oftheServices,providedthat suchnoticeofsuspension(i)shall specify the natureofthefailure,and(ii)shallrequesttheBiddertoremedy suchfailurewithina period not exceedingthirty(30) days afterreceiptby theConsultants/BidderofsuchnoticeofsuspensionSuspension.

2.7 Termination

2.7.1 **Bythe Client**

TheClientmayterminatethisContract,by not less thanthirty (30) days' written notice of terminationtotheBidder,tobegivenaftertheoccurrenceofanyofthe events specifiedin paragraphs(a)through(e)ofthis Clause2.7.1andsixty (60)days'inthecaseofthe event referredtoin(f):

(a) iftheBidderdonot remedy a failure in the performance of their obligations under the Contract,withinthirty(30)daysofreceiptafter being notified or within such further period astheClient may havesubsequently approvedinwriting;

(b) iftheBidder(orany oftheirMembers)become insolvent orbankrupt;

(c) if,astheresultofForceMajeure,theBidderareunabletoperformamaterialportion oftheServicesforaperiodofnot lessthansixty (60)days; or

(d) if theBidder, inthe judgmentof theClient hasengaged incorrupt orfraudulent practicesincompetingfororinexecutingtheContract.

Forthepurposeofthis clause:

"corruptpractice"meanstheoffering,giving,receivingorsolicitingofanything of value to influencetheactionof a publicofficialin theselectionprocess or incontractexecution.

"fraudulentpractice"meansamisrepresentationoffactsinordertoinfluencea

selection processortheexecution of a contract to the detriment of GOK, and includes collusive practiceamongBidder(priortooraftersubmissionofproposals) designedtoestablish pricesatartificialnon-competitivelevelsand to deprive GOK of the benefits of free and opencompetition.

(e) Any events listed in SC.

(f) iftheClient,initssolediscretionandforanyreasonwhatsoever,decidestoterminate this Contract.

2.7.2 **BytheBidder**

TheBiddermayterminatethisContract, by not less thanthirty (30) days written notice to theClient,such noticeto begiven after theoccurrence ofany ofthe eventsspecifiedin paragraphs(a)through (c)ofthis Clause2.7.2:

(a) iftheClient failstopay any moneyduetotheBidderpursuant tothisContract andnot subject to dispute pursuant to Clause 7 hereof within forty-five (45) days after receiving written notice fromthe Bidderthat such payment is overdue;

(b) IftheClientisinmaterialbreachofitsobligationspursuanttothisContractandhasno t remediedthesamewithinforty-five(45)days(orsuchlongerperiodastheBiddermayhave subsequently approved in writing) following the receipt by the Client of the Bidder'noticespecifyingsuch breach;

(c) if,astheresultofForceMajeure,theBidderareunabletoperformamaterialportion oftheServicesforaperiodofnot lessthansixty (60)days.

2.7.3 **CessationofRightsandObligations**

UponterminationofthisContractpursuanttoClauseGC2.7,oruponexpirationofthis ContractpursuanttoClauseGC2.3,allrightsandobligationsofthePartieshereundersha ll cease, except :

(i) suchrightsandobligationsas mayhaveaccruedonthedateof terminationorexpiration;

(ii) the obligation ofconfidentiality set forthinClause GC 3.3 hereof;

(iii)any right which a PartymayhaveundertheApplicableLaw.

2.7.4 **Cessation ofServices**

UponterminationofthisContractbynoticeofeitherPartytotheotherpursuanttoClauses GC 2.7.1orGC 2.7.2 hereof, the Biddershall, immediately upon dispatchor receiptof such notice,takeallnecessarystepstobringtheServicestoacloseinaprompt andorderly manner andshallmakeeveryreasonableefforttokeepexpendituresforthispurposetoaminimum.
WithrespecttodocumentspreparedbytheBidderandequipmentandmaterialsfurnished bytheClient,theBiddershallproceedasprovided,respectively,byClausesGC3.7and GC 3.8.

2.7.5 **Paymentupon Termination**

UponterminationofthisContractpursuanttoClauses2.7.1or2.7.2,theClient shall makethe following payments tothe Bidder firm:

(a) remunerationpursuanttoClause6forServicessatisfactorilyperformedpriortothe effective date oftermination.

(b) exceptinthecaseofterminationpursuanttoparagraphs(a)and(b)ofClause2.7.1, reimbursementofanyreasonablecostincidenttotheprompt andorderly terminationof the Contract.

3. **ObligationsoftheBidder Firm:**

3.1 **General**

TheBiddershall performtheServicesand carry out theirobligationshereunderwithall due diligence, efficiencyand economy, inaccordance withgenerally accepted professional techniques andpractices, andshall observesound managementpractices, andemploy appropriateadvancedtechnologyandsafemethods.TheBiddershallalwaysact, inrespect ofany matter relatingtothis Contract or tothe Services, as faithful advisers tothe Client, and shallatalltimessupportandsafeguardtheClient'slegitimateinterestsin anydealingswithSub- Consultants/Bidderorthirdparties.

3.2 **ConflictofInterests**

3.2.1 **BidderNottoBenefitfrom Commissions, Discounts, etc.**

TheremunerationoftheBidderpursuanttoClause6shallconstitutethe Bidders sole remunerationinconnectionwiththisContract ortheServices,andtheBiddershallnot acceptfortheirownbenefitanytradecommission,discountor similar payment in connection withactivities pursuanttothisContract ortotheServices orinthe discharge of their obligations undertheContract,andtheBiddershalluse their best efforts toensure that the Personnel, anySub-

Consultants,andagentsofeitherofthem,similarlyshall not receive any such additional remuneration.

3.2.2 **ProcurementRules of Funding Agencies**

IftheBidder,aspartoftheServices, havetheresponsibilityofadvisingtheClientonthe procurementofgoods,worksorservices,theBiddershall comply withany applicable procurement guidelinesof thefunding agencies andshall atall timesexercise such responsibilityinthebestinterestoftheClient. Anydiscountsorcommissionsobtainedbythe Bidderintheexerciseofsuchprocurementresponsibilityshallbefortheaccountofthe Client.

3.2.3 **BidderandAffiliatesNottoengageincertainActivities**

TheBidderagreethat, during thetermof thisContract and afteritstermination,the Bidderandtheiraffiliates,aswellasanySub-Consultant andany of its affiliates, shall be disqualifiedfrom providinggoods,worksorservices(otherthantheServicesandany continuationthereof)forany project resultingfromorclosely relatedtotheServices.

3.2.4 **Prohibition ofConflictingActivities**

NeithertheBiddernortheirSub-Consultants/BiddernorthePersonnelshallengage,eitherdirectly orindirectly, inany ofthe followingactivities:

(a) during theterm ofthis Contract, anybusiness orprofessional activitiesin the Government'scountrywhichwouldconflictwiththeactivitiesassignedtothemu nder this Contract; or

(b) after the termination ofthis Contract, such other activities as may be specifiedinthe SC.

3.3 **Confidentiality**

TheBidderandthePersonnelofeitherofthemshallnot,eitherduringthe term orwithintwo(2)yearsaftertheexpirationofthisContract,discloseanyproprietaryorconfidenti al informationrelatingtotheProject,theServices,thisContract, orthe Client's business or operations withoutthepriorwrittenconsentof theClient.

3.4 **InsurancetoBeTakenoutbytheConsultants**

TheBidder(a)shall takeout andmaintain,andshall causeany Biddertotakeout and maintain,attheir(ortheSub-Consultants',asthecasemaybe)own cost but on terms and conditions approvedby theClient,insuranceagainst therisks,andforthecoverage,as shall be specified in the SC; and(b)attheClient'srequest,shallprovideevidencetotheClientshowingthat

suchinsurancehasbeen takenout andmaintainedandthat thecurrent premiums havebeenpaid.

3.5 **Consultants'ActionsRequiringClient'sPriorApproval**

TheConsultants/Biddershall obtaintheClient'spriorapproval inwritingbeforetakingany ofthefollowing actions:

(a) enteringintoasubcontractfortheperformanceofanypartoftheServices,itbeingunderstood (i)thattheselectionoftheSub-Consultantandthetermsandconditionsofthesubcontract shall havebeenapprovedinwritingbytheClientpriortotheexecutionofthesubcontract,and(ii) thattheConsultants/Biddershallremainfullyliable for the performance ofthe Services by the Sub- Consultant andits Personnel pursuant tothis Contract;

(b) appointingsuchmembersofthePersonnelnotlistedbynameinAppendixC("Key Personnel andSub-Consultants"),and

(c) any otheractionthat may be specifiedin the SC.

3.6 **ReportingObligations**

TheConsultants/BiddershallsubmittotheClientthereportsanddocumentsspecifiedinAppendixBinthe form,inthenumbers,andwithintheperiodsset forthinthesaidAppendix.

3.7 **Documents PreparedbytheConsultants/BiddertoBethePropertyoftheClient**

Allplans,drawings,specifications,designs,reportsand other documentsandsoftwaresubmitted by the Consultants/BidderinaccordancewithClause3.6shallbecomeand remain the property of the Client, and the Consultants/Bidder shall, notlater thanupon terminationor expirationof thisContract, deliverall such documentsandsoftwaretotheClient,togetherwithadetailedinventory thereof. The Consultants/Biddermay retainacopyofsuchdocumentsandsoftware. Restrictionsabout thefutureuseofthesedocuments,if any, shallbe specifiedin theSC.

3.8 **Equipment and MaterialsFurnished by the Client**

EquipmentandmaterialsmadeavailabletotheConsultants/Bidderby theClient orpurchasedby theConsultants/BidderwithfundsprovidedbytheClientshallbethepropertyoftheClientandsh

allbemarked accordingly. UponterminationorexpirationofthisContract,theConsultants/Biddershall makeavailabletotheClient an inventoryofsuchequipmentandmaterialsandshall disposeofsuchequipment andmaterialsin accordancewiththeClient'sinstructions.Whilein possession of such equipment and materials, the Consultants,unlessotherwiseinstructedbytheClientinwriting,shallinsurethemattheexpense of theClientinanamountequal to their replacement value.

4. **Consultants' PersonnelandSub-Consultants**

4.1 **Descriptionof Personnel**

Thetitles,agreedjobdescriptions,minimum qualificationsandestimatedperiodsofengagementinthe carryingoutoftheServicesoftheConsultants' KeyPersonnelaredescribedinAppendixC. TheKey PersonnelandSub-Consultants/BidderlistedbytitleaswellasbynameinAppendixCareherebyapprovedby the Client.

4.2 **Removaland/orReplacementofPersonnel**

(a) ExceptastheClientmayotherwiseagree,nochangesshallbemadeintheKeyPersonnel. If,for anyreasonbeyondthereasonablecontroloftheConsultants,itbecomesnecessarytoreplac eany oftheKeyPersonnel,theConsultants/Biddershallforthwithprovide as a replacement a person of equivalent orbetterqualifications.

(b) IftheClientfindsthatanyofthePersonnelhave(i)committedseriousmisconductor hasbeen chargedwithhavingcommittedacriminalaction,or(ii)havereasonablecausetobe dissatisfied withtheperformanceofanyofthePersonnel,thentheConsultants/Biddershall,attheClien t's written requestspecifyingthegrounds there for, forthwith provide as a replacement a person with qualificationsandexperience acceptableto the Client with negative financial implication of 2.50 % of the quoted monthly emoluments against the original key professional at the time of agreement.

(c) TheConsultants/Biddershallhavenoclaimforadditionalcostsarisingoutoforinci dentaltoanyremoval and/orreplacementofPersonnel.

5. **Obligations ofthe Client**

5.1 **Assistance and Exemptions**

Unless otherwisespecifiedintheSC,theClientshall use its best efforts to ensure that the Government shall:

(a) issuetoofficials,agentsandrepresentativesoftheGovernmentallsuchinstructionsasmaybe necessary orappropriate fortheprompt andeffectiveimplementationoftheServices;

(b) assisttheConsultants/BidderandthePersonnelemployedbytheConsultants/Bidderfor theServicesfrom anyrequirementtoregisterorobtainanypermittopracticetheirprofessionorto establishthemselves eitherindividuallyor as acorporateentityaccordingtotheApplicableLaw;

(c) providetotheConsultants,Personnelanysuchotherassistanceasmaybe specifiedin theSC.

5.2 **Services and Facilities**

TheClient shall makeavailabletotheConsultants/BidderandthePersonnel,forthepurposesoftheservicesand free ofanycharge,the services, facilities and property described in Appendix D at the times and in the mannerspecifiedinsaidAppendix D,providedthatifsuchservices,facilitiesandpropertyshallnotbe madeavailabletotheConsultants/Bidderasandwhensospecified,thePartiesshallagreeon(i) anytime extensionthatitmaybeappropriatetogranttotheConsultants/BidderortheperformanceoftheServices,(ii) themannerinwhichtheConsultants/Biddershallprocureanysuchservices,facilitiesandpropertyfrom other sources, and(iii) the additional payments, if any, to be made tothe Consultants/Bidderas a result thereof.

6. **PaymenttotheBidder:**

6.1 **Lump Sum Remuneration**

TheBidder'stotalremunerationshallnotexceed theContractPriceandshallbea fixed lump sum includingallstaffcosts,Sub-Consultants'costs,printing,communications,travel,accommodation,and thelike,andallothercostsincurredbytheBidderincarryingouttheServicesdescribedinAppendix A. ExceptasprovidedinClause5.2,theContractPricemayonlybeincreasedabovetheamountsstated inclause6.2iftheParties have agreedto additionalpaymentsinaccordancewithClause2.4.

6.2 **ContractPrice**

TheContractpriceis set forth in theSC.

6.3 **PaymentforAdditional Services**

Forthepurposeofdeterminingtheremunerationdueforadditionalservicesasmaybeagreedund

er Clause2.4,abreakdownofthefee shall be taken from 4(B).

6.4 **Termsand Conditions ofPayment**

PaymentswillbemadetotheaccountoftheConsultants/Bidderandaccording to the payment schedule stated in theSC. Unless otherwisestatedintheSC,thefirst payment shall be made against the provision by the Consultants/Bidderofabankguaranteeforthe same amount, and shall be validfor the period stated inthe SC. Anyotherpaymentshallbemadeaftertheconditions listedinthe SC for such payment have beenmet, andtheConsultants/Bidderhavesubmittedaninvoiceto theClientspecifyingtheamount due.

6.5 **InterestonDelayedPayments**

IftheClienthas delayed payments beyond fifteen (15) days after the due date stated in the SC, interest shallbepaidtotheConsultants/Bidderforeachday of delay at the rate stated in the SC.

7. **SettlementofDisputes**

7.1 **Amicable Settlement**

ThePartiesshallusetheirbest efforts to settle amicably all disputes arising out of or in connection with this Contract orits interpretation.

7.2 **Dispute Settlement**

Any dispute between the Parties asto mattersarisingpursuant to this Contractthat cannot be settled amicablywithinthirty(30)daysafterreceiptbyoneParty of the other Party's request for such amicable settlementmaybesubmitted by either Party for settlement in accordancewith theprovisionsspecifiedin the SC.

III. SPECIAL CONDITIONS OF CONTRACT

Number of Amendments of,and Supplements to,Clauses intheGeneral GCClauseConditionsofContract

[1.1(h) TheMemberinChargeis ___].

[1.4 Theaddressesare:

Client

Executive Engineer (Zone-1 & 2),

Traffic Engineering and Mobility Cell

Bengaluru South City Corporation

e-mail Address: tecsouthpalike@gmail.com

Bidder Firm	:
Address	:
Telephone Number	:
Fax	:
e-mail	:

[Note:Fill inthe blanks]

Noticeshallbedeemedto be effective as follows:

(a) inthecaseofpersonal delivery orregisteredmail,ondelivery;

(b) in the case of telexes/e-mail, 24 hours following confirmed transmission and

(c) inthecaseof fax/facsimiles,24hoursfollowingconfirmedtransmission.]

[1.6Executive Engineer (Zone-1 & 2), Traffic Engineering and Mobility Cell, Bengaluru South City Corporation

e-mail Address: tecsouthpalike@gmail.com

Biddershall nominate his authorized representative for execution of this contract throughappropriate Power of Attorney supported by Board Resolution

The authorized representatives for client: Executive Engineer (Zone-1 & 2), Traffic Engineering and Mobility Cell, Bengaluru South City Corporation,
e-mail Address: tecsouthpalike@gmail.com

The authorized representatives for Bidder: Mr. ----------
Designation: ----------
Firm name and Address:

[1.7 TheBidderandthepersonnelshallpaythetaxes,duties,fees,leviesandotherimpositionslevied undertheexisting,amendedorenactedlawsduringlifeofthiscontractandtheClientshallperfor m such dutiesinregardtothedeductionofsuchtaxasmay belawfully imposed.

HowevertheBidderServicestax (GST) payable forthisServicesshallbepaid/reimbursedby the Client separately.]

[2.1 Thedate onwhichthis Contract shall come intoeffect is : Date of Agreement

[2.2 Thetimeperiodshallbe…..days

[2.3 Theperiodshallbe ……months.

[2.7.1 (e) Performance of Bidder: As per terms of reference and scope of services.

[3.4 Therisksandthecoverage'sshall be:

(1) ThirdPartymotorvehicleliabilityinsuranceasrequiredunderMotor VehiclesAct,1988,inrespectof motorvehiclesoperatedinIndiabytheConsultants/BidderortheirPersonnel orany Sub-Consultants/Bidderortheir Personnel,fortheperiodofConsultancy;

(2) Client'sliabilityandworkers'compensationinsuranceinrespectofthePersonneloftheCons ultants/BidderandofanySub-Consultant,inaccordancewiththerelevantprovisionsoftheApplicableLaw,aswell as,withrespecttosuchPersonnel,anysuchlife,health,accident,travelorother insurance as may be appropriate;

(3)Professionalliabilityinsurance,withaminimum coverageequaltototalcontractvalueforthis consultancy; and

(4) Insuranceagainstlossofdamageto(i)equipmentpurchasedinwholeorinpartwithfunds providedunderthisContract,(ii)theConsultants'propertyusedintheperformanceoftheServ ices, and(iii) any documents prepared by the Consultants/Bidderinthe performance ofthe Services.

[3.5(c) As defined in Terms Of Reference (TOR).

[3.7 TheConsultants/Biddershall not usethesedocuments forpurposesunrelatedtothis Contractwithouttheprior writtenapprovalof theClient.]

[5.1.(d) Clause 5.1 (b) is not applicable.

[6.2 Theamount ofContract is Rs. ……

[6.4 Payments shall be made accordingtothe following schedule:

[6.5 Paymentshallbemadewithin 45 daysofreceiptoftheinvoiceandtherelevantdocumentsspecifiedin Clause6.4,andwithin 60 days in the case of the finalpayment. The interest payable on delayed payment is @ the rate of 5%perannum

[7.2 Differences/dispute/grievances shallbe settledby dispute resolution board inaccordance withthefollowingProcedure

a) The dispute resolution board is under the chairman ship of Chief Engineer, BSCC, Bengaluru City. The disputes or differences shall be referred to dispute resolution board. The dispute resolution board shall shuttle the differences/dispute/grievances within 60 days from the receipt of the same.

b) The dispute resolution board proceedings shall be held in Office of Chief Engineer Bengaluru South City Corporation, Executive Engineer (Zone-1 & 2), Traffic Engineering and Mobility Cell, Bengaluru South City Corporation, and the language of the proceedings and that of all documents and communications between the parties shall be in English.

c) The performance under the contract shall continue during the dispute resolution proceedings and payments due to the Consultant by the Client shall not be withheld, unless they are the subject matter of the dispute.

IV. APPENDICES

Appendix A: DescriptionoftheServices

[Give detaileddescriptions ofthe Servicesto beprovided; datesfor completionof varioustasks, placeof performance for differenttasks; specific taskstobeapprovedbyClient,etc.]

Appendix B:Deliverables by Bidderand performance of Bidder

[Listformat,frequency,contentsofreportsandnumberofcopies;personstoreceivethem;datesofsubmission,etc. Ifnoreportsaretobesubmitted,statehere"Notapplicable".]

Appendix C:KeyPersonneland Sub Key proposal

[Listunder: C-1 Titles[and names, if already available], detailed job descriptions and minimum qualifications.experienceof Key Personnel to beassignedtowork,andstaff-months foreach.

C-2 List of approvedSub-Consultants/Bidder[if alreadyavailable];same informationwithrespect totheirPersonnel asinC-1throughC-2)]

AppendixD: Services and Facilitiestobe provided bythe Client

[List hereunder:

F-1 Services,facilitiesandpropertytobemadeavailabletotheConsultants/Bidder by the Client.]

Appendix E:BreakdownofContractPricein Indian Rupees

List heretheelementsofcost used toarriveat thebreakdownof thelumpsumprice:

1. *Monthlyratesforlocal Personnel (KeyPersonnel andotherPersonnel)*
2. *Reimbursableexpenditure:*

This appendix willexclusivelybe used for determining remuneration for additionalservices.

Appendix F:FORM OF PERFORMANCE SECURITY (PERFORMAMANCE BANK GUARANTEE)

(Clause-2.9 of Information to Consultant)

(Tobestampedinaccordancewith ApplicableStampAct,ifany)

Ref: **……** BankGuarantee:**……** Date: **……**

To

Executive Engineer
Bengaluru South City Corporation
Executive Engineer (Zone-1 & 2),
Traffic Engineering and Mobility Cell
Bengaluru South City Corporation
e-mail Address: tecsouthpalike@gmail.com

WHEREAS**……**[Name and address of Bidder]hereinafter called "the Consultants") has undertaken, in pursuance of Contract No. **……** dated …… to provide the services on terms and conditions set forth in this Contract **Operation and Maintenance (O&M) & Transfer of Skywalk in Bengaluru South City Corporation under PPP Model on DBFOT basis with Commercial Advertisement rights at St. John's Medical College Sarjapur-Marathalli road & Jakka Sandra - Sarjapur Main Road** (hereinafter called the "the Contract").AND WHEREAS it has been stipulated by you in the said Contract that the Consultants/Biddershall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Consultants/Biddersuch a Bank Guarantee.

NOW THEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Consultants/Bidderup to a total of …… [amount of Guarantee] ……. [in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of …….. [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Consultants/Bidderbefore presenting us with the demand.

We further agree that no change or addition to or other modification of the termsof the Contract or of the services to be performed there under or of any of the Contract documents which may be made between you and the Consultants/Biddershall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the Consultants/Bidderor of the Bank.

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs…….. (Rs ……..) and the guarantee shall remain valid till ……Unless a claim or a demand in writing is made upon us on or before…… all our liability under this guarantee shall cease.

This guarantee shall be valid for a period upto 3 months beyond the expiry of contract period.i.e., 63 months.

Signature and Seal of the Guarantor……. In presence of

Name and Designation
(Name, Signature &
Occupation)
Name of the Bank

Address
(Name & Occupation)